

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY
CAMDEN VICINAGE**

KEITH YAEGER, MICHAEL
SCHULER, JOSEPH
MONTGOMERY, BRYAN BAIR,
THOMAS VANLAARHOVEN,
LAURA HEGLE, KIM MARIE PAPA,
ROBERT TEDESCO, and NATALIE
TUZOVSKEY, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

SUBARU OF AMERICA, INC., a New
Jersey Corporation, and FUJI HEAVY
INDUSTRIES, LTD., a Japanese
Corporation,

Defendant.

Civil Action No. 1:14-cv-4490-JBS-
KMW

CLASS ACTION

**ORDER GRANTING PLAINTIFFS'
MOTION FOR FEES, EXPENSES AND INCENTIVE AWARDS**

WHEREAS, Plaintiffs and Defendants executed an agreement to settle this matter, subject to Court approval, on December 7, 2015;

WHEREAS, the Court reviewed the parties' Settlement Agreement and issued an order granting preliminary approval to it on January 19, 2016. See Docket Item 53;

WHEREAS the Court has granted final approval of the certification of the Settlement Class and of the terms of the Settlement Agreement pursuant to Rule 23(e)(2), Fed. R. Civ. P., for reasons stated in its Opinion and Order Granting

Plaintiffs' Motion for Final Approval, Entering Judgment Regarding Settlement, and Dismissing Action with Prejudice, filed August 31, 2016 [Docket Items 107 & 108];

WHEREAS, section XIII, Paragraph 51 of the Settlement Agreement provides that Subaru has agreed to pay, subject to Court approval, the amount of up to \$1,500,000 to Plaintiffs' Counsel for their attorneys' fees and expenses;

WHEREAS, the Settlement Agreement also provides, in Section XIII, Paragraph 52, that Subaru agrees to pay (and shall pay, if approved by the Court), incentive awards totaling \$3,500 to each of the nine Class Representatives (\$31,500 total);

WHEREAS, after considering Plaintiffs' motion, memorandum of law and supporting materials (including declarations from counsel), as well as the arguments of counsel at a hearing on July 26, 2016, the Court having concluded for reasons set forth in a Memorandum Opinion of today's date that Plaintiffs' request for fees, expenses, and the payment of incentive awards, is reasonable, permissible under the applicable law, and in accordance with the Settlement Agreement.

**IT IS this 31st day of August, 2016 ORDERED AS
FOLLOWS:**

1. Plaintiffs' Unopposed Motion for Fees, Expenses, and Incentive Awards to Plaintiffs [Docket Item 69] is **GRANTED**.

2. Subaru shall pay Plaintiffs' counsel \$ 1,500,000.00 for their attorney's fees and expenses, in accordance with the Settlement Agreement.

3. Subaru shall also make an additional payment of \$ 31,500.00 to Plaintiffs' counsel for the incentive awards for the Class Representatives, which amounts, in the individual amount of \$3,500 for each of the nine Class Representatives shall then be remitted by Plaintiffs' counsel to the class Representative Plaintiffs in accordance with the Settlement Agreement.

4. Plaintiffs' counsel shall continue to render services to the Settlement Class including monitoring the administration of the claims process and protecting Settlement Class rights, as described in the Settlement Agreement and in the accompanying Memorandum Opinion at ¶ 19, without additional compensation for attorneys' fees and expenses, as such services and expenses are already encompassed in the award made herein.

5. All other payments and costs shall be borne as set forth in the Settlement Agreement.

s/ Jerome B. Simandle
JEROME B. SIMANDLE
Chief U.S. District Judge